

GENERAL BUSINESS CONDITIONS OF SALES OF FLEXIM INSTRUMENTS ASIA PTE LTD**FLEXIM Instruments Asia Pte Ltd****10 Toh Guan Road #06-01****Singapore 608838****I. General**

1. The supply of all goods ("Goods") and services ("Services") to be supplied by Flexim Instruments Asia Pte Ltd (the "Supplier") to any customer under any agreement ("Purchaser"), howsoever concluded ("Contract"), shall be entered into in writing and shall be governed by these general terms and conditions ("Conditions") to the exclusion of any other terms and conditions contained or referred to in any documentation submitted by the Purchaser or in correspondence or elsewhere or implied by trade custom practice or course of dealing. General terms and conditions of the Purchaser shall apply only if and when expressly accepted by the in writing in advance..
2. All intellectual property rights and without prejudice to the generality of the foregoing to include copyright design right patents trademarks and know-how whether registered or not in the Supplier's cost estimates, drawings, designs, specifications, samples, and any other documents (hereinafter referred to as „Documents“) shall remain the absolute property of the Supplier and the Supplier's ownership shall not be effected by any contribution and/or payment towards the costs of the samples and/or tools by the Purchaser whether in full or in part. The Documents shall not be made accessible to third parties without the Supplier's prior consent and shall, upon request, be returned without undue delay to the Supplier. Contract is entered into between the Supplier and the Buyer is not awarded to the Supplier. The aforesaid sentences shall apply mutatis mutandis to documents of the Purchaser, except that; these may be made accessible to third parties to whom the Supplier may rightfully transfer Supplies.
3. The Purchaser shall have the nonexclusive right to use standard software, provided that it remains unchanged, is used within the agreed performance parameters, and on the agreed equipment. The Purchaser may make one back-up copy without express agreement.
4. Partial deliveries shall be allowed, unless they are unreasonable to accept for the Purchaser.

5. The Supplier's employees or agents are not authorized to make any representations concerning any Goods or Services unless confirmed by the Supplier in writing. Any information made available in connection with any offer for the supply of Goods or Services, including photographs, drawings, data about the extent of the delivery, appearance, performance, dimensions, weight, consumption of operating materials, operating costs, is not binding unless expressly designated as binding by the Supplier in writing. In entering into the Contract the Purchaser acknowledges that it does not rely on and waives any claim based on any such representations or information not so confirmed.
- 6 Any advice or recommendation given by the Supplier or its employees or agents to the Purchaser or its employees or agents which is not confirmed in writing by the Supplier is followed or acted upon entirely at the Purchaser's own risk and accordingly the Supplier shall not be liable for any such advice or recommendation which is not so confirmed

II. Order and Specifications

1. No order submitted by the Purchaser shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorized representative.
2. The Purchaser shall be responsible to the Supplier for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Purchaser and for giving the Supplier any necessary information relating to the Goods and/or Services within a sufficient time to enable the Supplier to perform the Contract in accordance with its terms.
3. The quantity quality and description of and any specification for the Goods and/or the description of the Services shall be those set out in the Supplier's quotation (if accepted by the Purchaser) or the Purchaser's order (if accepted by the Supplier) or as otherwise set out in any Contractual documentation.
4. If any process is to be applied to the Goods or in the performance of the Services by the Supplier in accordance with a specification submitted by the Purchaser, the Purchaser shall indemnify the Supplier against all loss damages costs and expenses awarded against or incurred by the Supplier in connection with or paid or agreed to be paid by the Supplier in settlement of any claim for infringement of any patent copyright design trade mark or other industrial or intellectual property rights of any other person which results from the Supplier's use of the Purchaser's specification. If any allegation of infringement is made by a third party, the Supplier is not obliged to enquire into the merits of the allegation but is entitled to terminate the Contract and claim compensation for all loss (including loss of profit) costs (including the cost of all labor and materials used) damages charges and expenses incurred by the Supplier up to the time of termination.
5. The Supplier reserves the right to make any changes in the specification of the Goods or Services which are required to conform with any applicable statutory or regulatory requirements or where the Goods

or Services are to be supplied to the Supplier's specification which do not materially affect their quality or performance.

6. No concluded Contract may be modified or cancelled by the Purchaser except with the agreement in writing of the Supplier and on terms that the Purchaser shall indemnify the Supplier in full against all loss (including loss of profit) costs (including the cost of all labor and materials used) damages charges and expenses incurred by the Supplier as a result of the modification or cancellation, as the case may be.
7. Unless agreed in writing by the Supplier all drawings designs specifications and particulars submitted by the Supplier are approximate and only for information purposes so the Purchaser cannot rely on the accuracy of the same.

III. Prices and Terms of Payment

1. Prices for the Goods and/or Services shall be shall be price stated in the Supplier's offer which has been accepted by the Purchaser or the price stated in the Purchaser's offer which has been accepted by the Supplier, or where the price has not been explicitly mentioned, the price listed in the Supplier's published price list current at the date of conclusion of the Contract. All prices are quoted on an ex works Berlin basis and exclude the costs of packaging and any applicable; value added tax goods and services tax, or similar tax which the Purchaser shall be additionally liable to pay to the Supplier.
2. If the Supplier is also obliged to perform any assembly, erection or similar Services, unless otherwise agreed, the Purchaser shall pay the price for the Services plus any incidental costs incurred, such as but not limited to travel costs, subsistence allowances, overnight expenses, surcharges for Sundays and public holidays, costs for the transport of tools and equipment, and personal luggage.
3. The Supplier shall be entitled to receive the price net of all bank charges, taxes and similar expenses..
4. The Purchaser may set off only those claims that are expressly acknowledged by the Supplier in writing or which have been confirmed by final judgment by a Court of law.
5. The Purchaser shall meet the cost of any packaging of the Goods which it may request or which may be necessitated by delivery by any means other than the Supplier's normal means of delivery. The Purchaser shall unless otherwise agreed be solely responsible for the disposal of all packaging in accordance with all regulations whether statutory or otherwise relating to protection of the environment.
6. If no other specific terms have been agreed in writing between the Purchaser and the Supplier, the following terms shall apply:

The Supplier shall be entitled to invoice the Purchaser (a) on or at any time after delivery of the Goods unless the Goods are to be collected by the Purchaser or the Purchaser wrongfully fails to take delivery of the Goods in which event the Supplier shall be entitled to invoice the Purchaser for the price at any time after the Supplier

has notified the Purchaser that the Goods are ready for collection or (as the case may be) the Supplier has tendered delivery of the Goods; (b) at any time after performance of the Services.

The Purchaser shall pay the price: (a) Goods within (30) days of the invoice date; (b) for Services, within (30) days of the invoice date. Subject obtains approval from Account Department otherwise T/T in advance payment prior to shipment

7. The Supplier shall be entitled to recover the price notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Purchaser. The time of payment of the price shall be of the essence of the Contract Receipts for payment will be issued only upon request.
8. The Supplier is entitled in its absolute discretion from time to time to require full or partial payment of the price of the Goods prior to delivery. Without prejudice to the foregoing, if in the Supplier's opinion the Purchaser's creditworthiness deteriorates before delivery of the Goods the Supplier may require full or partial payment of the price prior to delivery or the provision of security by the Purchaser in a form acceptable to the Supplier.
9. If the Purchaser fails to make any payment on the due date then without prejudice to any other right or remedy available to the Supplier the Supplier shall be entitled to:

Cancel the Contract or suspend any further deliveries of the Goods or suspend further performance of the Services; and/or

Appropriate any payment made by the Purchaser to such of the Goods (or the goods supplied under any other contract between the Purchaser and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Purchaser); and/or

Late payment must be settled as per Flexim Instruments Asia Pte Ltd payment terms. Otherwise, interest @ 1% per month will be charged on all overdue account until payment, inclusive of interest, is received.

IV. Retention of Title

Notwithstanding delivery and the passing of risk of the Goods, all Goods („Retained Goods“) shall remain the property of the Supplier until each and every claim the Supplier has against the Purchaser on account of their business relationship, which may be due that that relevant time, has been fulfilled and fully paid.

Until such time as the property in the Goods passes to the Buyer, the Purchaser shall hold the Goods as the Supplier's fiduciary agent and bailee and shall keep the Goods separate from those of the Purchaser and third parties and properly stored protected and insured and identified as the Supplier's property. The Purchaser may not pledge the Retained Goods or use them as security, and resale shall be possible in the ordinary course of their business and only on condition that the Purchaser receives payment from its customer or makes the transfer of property to the customer dependent upon the customer fulfilling its obligation to effect payment. The Purchaser shall account to the Supplier for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any

moneys or property of the Purchaser and third parties and in the case of tangible proceeds properly stored protected and insured

The Purchaser shall inform the Supplier forthwith any matter, which may affect the Retained Goods, including but not limited to any seizure or other act of intervention by third parties.

Until such time as the property in the Goods passes to the Purchaser (and provided the Goods are still in existence and have not been resold) the Supplier shall be entitled at any time to require the Purchaser to deliver up the Goods to the Supplier and if the Purchaser fails to do so forthwith to enter upon any premises of the Purchaser or any third party where the Goods are stored and repossess the Goods. The Purchaser hereby irrevocably appoints the Supplier and its servants as its duly authorized agent for the purpose of entering upon any premises where the Goods are stored for the purpose of examination and/or recovery of the same at any time without notice.

Where the Goods have been incorporated by the Purchaser into any product or article in such a way that the substance and identity of the Goods have been irrevocably altered or destroyed, then property in such new product(s) or article(s) shall immediately upon its or their creation vest wholly in the Supplier, and the provisions of the preceding sub-conditions shall apply mutandis to such products or articles as if they were Goods remaining the property of the Supplier; provided that this sub-condition shall not apply if the Supplier has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Supplier to the Purchaser for which payment is then due. For the avoidance of doubt, it is hereby declared that the provisions of the preceding sub-conditions shall continue to apply to Goods which have been incorporated by the Purchaser into any product or article in such a way that it would apply if the substance and identity of the Goods had not been irrevocably altered or destroyed.

The Purchaser shall indemnify the Supplier against all loss damages costs expenses and legal fees incurred by the Supplier in connection with the assertion and enforcement of the Supplier's rights under this condition

V. Time for Supplies; Delay

Unless otherwise agreed, delivery of the Goods shall be made pursuant to the Incoterm Ex Works, Incoterms being the international rules for the interpretation of trade names of the International Chamber of Commerce in 2012. If the parties agree on some other mode of delivery per Incoterms, the Supplier's delivery obligations shall be determined according to that applicable Incoterm. Save for obligations according to the applicable Incoterm or obligations expressly undertaken by the Supplier in writing, the Supplier shall have no other obligations, in particular obligations which it might otherwise have according to the provisions of the Sale of Goods Act (Cap. 393).

Times set for deliveries can only be observed if all Documents to be supplied by the Purchaser and, all necessary permits and releases, which are necessary for the delivery of the Goods and the performance of the Services, especially concerning plans, are received in time and if agreed terms of payment and other obligations of the Purchaser due to be performed are fulfilled failing which, delivery times set shall be extended appropriately; this shall not apply where the Supplier is responsible for the delay.

If non-observance of delivery times set is due to force majeure events, such as but not limited to acts of God, mobilization, import or export regulations or embargoes, war, rebellion, interruption of traffic, strike, lockout or other industrial actions or trade disputes (whether involving employees of the Supplier or of a third party); interruption of production or operation, difficulties in obtaining raw materials labor fuel parts or machinery and power failure or breakdown in machinery ("Force Majeure Event") the Supplier shall not be liable for such delay and time for delivery shall be extended for the duration of the Force Majeure Event accordingly..

If the Supplier is responsible for the delay (hereinafter referred to as „Delay“) and the Purchaser demonstrably suffered a loss therefrom, the Purchaser may claim compensation in the form of liquidated damages of 0.5 % of the price of the Delayed Goods/Services for every completed week of Delay, but in no case more than a maximum cumulative amount of total of 5 % of the price of the price of the Delayed Goods/Service.

Purchaser's claims for damages due to delayed Goods and Services shall be limited to the remedies provided for in Condition IV(4) hereinabove.. This shall not apply in cases of statutory mandatory liability

If the Supplier has failed to deliver the Goods or perform the Services in accordance with the Contract, the Purchaser shall be entitled, by serving written notice on the Supplier, to demand performance within a specified time thereafter, and if the Supplier fails to do so within the specified time, the Purchaser shall be entitled to terminate the Contract in respect of the undelivered Goods or unperformed Services and claim compensation as provided for in Condition IV(4) hereinabove.

At the Supplier's request, the Purchaser shall be obliged to inform the Supplier within a reasonable period of time as to whether the Purchaser would be exercising its right to terminate the Contract, as provided for in Condition XIV(14) hereinabove or whether it would require the Supplier to perform its contractual obligations.

If the Purchaser fails to take delivery of the Goods for a period exceeding one month from the contractual date of delivery or fails to give the Supplier adequate delivery instructions for a period exceeding one month from the time stated for delivery (otherwise than by reason of any cause beyond the Purchaser's reasonable control or by reason of the Supplier's fault) then without prejudice to any other right or remedy available to the Supplier the Supplier may:

- a. store the Goods until actual delivery and charge the Purchaser for the reasonable costs (including insurance) of storage, which shall, unless otherwise evidenced by the Supplier, be fixed at 0.5 % of the price of stored Goods for every month of storage, but in no case more than a maximum cumulative amount of 5 % of the same.
- b. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Purchaser for the excess over the price under the Contract provided the price has been paid in cleared funds in full or charge the Purchaser for any shortfall below the price under the Contract; or
- c. terminate the Contract and claim damages.

VI. Transfer of Risk

1. Risk of damage to or loss of the Goods shall pass to the Purchaser:

a. in the case of Goods to be delivered at the Supplier's premises, at the time when the Supplier notifies the Purchaser that the Goods are available for collection or

b. in the case of Goods to be delivered otherwise than at the Supplier's premises, at the time of delivery or if the Purchaser wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods.

2. Even where delivery has been agreed freight free, the risk shall pass to the Purchaser as follows:

a) if the Supplies do not include assembly or erection, at the time when the Supplies are shipped or picked up by the carrier. Upon request of the Purchaser, the Supplier shall insure the Supplies against the usual risks of transport at the expense of the Purchaser;

3. The risk shall pass to the Purchaser if dispatch, shipping, the start or performance of assembly or erection, the taking over in the own works or the trial run is delayed for reasons for which the Purchaser is responsible or if the Purchaser has otherwise failed to accept the Supplies.

VII. Performance of Services : Assembly and Erection

Unless otherwise agreed in writing, the performance of all assembly/erection Services shall be subject to the following provisions:

1. The Purchaser shall provide the following at its own expense and in a timely manner :

a) all earth and construction work and other ancillary work, outside the scope of the Supplier's Services, including the necessary skilled and unskilled labor, construction materials and tools,

b) the equipment and materials necessary for assembly and commissioning such as scaffolds, lifting equipment and other devices as well as fuels and lubricants,

c) energy and water at the point of use including connections, heating and lighting,

d) suitable dry and lockable rooms of sufficient size adjacent to the site for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the erection personnel, including sanitary facilities as are appropriate in the specific circumstances. Furthermore, the Purchaser shall take all measures it would take for the protection of its own possessions to protect the possessions of the Supplier and of the erection personnel at the site,

- e) protective clothing and protective devices needed due to particular conditions prevailing on the specific site.
2. Before the erection work starts, the Purchaser shall make available of its own accord information required concerning the location of concealed electric power, gas and water lines or of similar installations as well as the necessary structural data.
 3. Prior to assembly or erection, the materials and equipment necessary for the work to start must be available on the site of assembly/erection and any preparatory work must have advanced to such a degree that assembly / erection can be started as agreed and carried out without interruption. Access roads and the assembly/erection site itself must be level and clear.
 4. If assembly, erection or commissioning is delayed due to circumstances for which the Supplier is not responsible, the Purchaser shall bear the reasonable costs incurred for idle times and any additional travelling of the Supplier or the erection personnel.
 5. The Purchaser shall confirm the hours worked by the erection personnel towards for the Supplier at weekly intervals and the Purchaser shall immediately confirm in writing if assembly, erection or commissioning has been completed.
 6. If, after completion, the Supplier demands acceptance of the Services and Goods, the Purchaser shall comply therewith within a period of two weeks. In default thereof, acceptance is deemed to have taken place. Acceptance is also deemed to have been effected if the Supplies are put to use, after completion of an agreed test phase, if any.

VIII. Receiving of Supplies

The Purchaser shall not refuse to receive Goods or Services due to minor defects.

IX. Warranty

1. Subject as expressly provided in these Conditions all other warranties conditions or terms, including those implied by statute or common law, are excluded to the fullest extent permitted by law.
2. Subject to this Condition, the Supplier warrants that the Goods will correspond with their specification at the time of delivery, and agrees to remedy any non-conformity therein for period of 24 months commencing from the date on which the Goods are delivered or deemed to be delivered ("Warranty Period"). Where the Purchaser is dealing as a consumer (within the meaning of the Unfair Contract

Terms Act Cap 396), the Supplier further gives to the Purchaser such implied warranties as cannot be excluded by law.

3. The Supplier's above warranty concerning the Goods is given subject to the following conditions:

- a. No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the Goods supplied or that they will be suitable for any particular purpose or use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to the Supplier.
- b. Any description given of the Goods is given by way of identification only and the use of such description shall not constitute a sale by description.
- c. Notwithstanding that a sample of the Goods has been exhibited to and inspected by the Purchaser, it is hereby declared that such sample was not so exhibited and inspected as to constitute a sale by sample under the Contract.
- d. The Supplier binds itself only to deliver Goods in accordance with the general description under which they were sold, whether or not any special or particular description shall have been given or shall be implied by law. Any such special or particular description shall be taken only as the expression of the Supplier's opinion in that behalf. The Supplier does not give any warranty as to the quality state condition or fitness of the Goods.
- e. The above warranty does not extend to parts materials or equipment not manufactured by the Supplier in respect of which the Purchaser shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier.
- f. The Supplier shall be under no liability for the following measures and actions taken by the Purchaser or third parties and the consequences thereof: improper remedy of defects, alteration of the Goods without the prior agreement of the Supplier, addition and insertion of parts, in particular of spare parts which do not come from the Supplier.
- g. The Supplier shall be under no liability in respect of any defect in the Goods or any other claim arising from any drawing design or specification supplied by the Purchaser.
- h. The Supplier shall be under no liability in respect of any defect arising from unsuitable, faulty or improper use, defective installation or commissioning by the Purchaser or third parties, fair wear and tear, willful damage, negligence, abnormal working conditions, defective or negligent handling, improper maintenance, excessive load/strain, unsuitable operating materials and replacement materials, poor work, unsuitable foundation, chemical, electro-technical/electronic or electric influences, failure to follow the Supplier's instructions (whether oral or in writing) misuse, alteration or repair of the Goods without the Supplier's approval, inappropriate foundation soil or from risks of external influences not expressly assumed under the Contract, or from non reproducible software errors.
- i. The Supplier is not liable for any loss damage or liability of any kind suffered by any third party directly or indirectly caused by repairs or remedial work carried out without the Supplier's prior written approval and the Purchaser shall indemnify the Supplier against each loss liability and cost arising out of such claims.

- j. The Supplier shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods and/or Services has not been paid in cleared funds by the due date for payment.
- k. The Supplier shall be under no liability whatsoever in respect of any defect in the Goods arising after the expiry of the Warranty Period.
- l. defective workmanship, Claims based on defects attributable to improper modifications or repair work carried out by the Purchaser or third parties and the consequences thereof shall be likewise excluded

X. Defects as to Quality

The Supplier shall be liable for defects as to quality („Defects, hereinafter referred to as „Defects“.) as follows:

In the event of a Defect within Warranty Period, all Goods and Services shall, at the discretion of the Supplier, be repaired, replaced or provided again free of charge irrespective of the hours of operation elapsed, provided that the Defect or the reason for the Defect had already existed at the time when the risk in the Goods passed to the Purchaser and provided that a valid notification of defect has been made, as provided for herein below.

Any claim by the Purchaser which is based on any defect in the quality or condition of the Goods or Services or their failure to correspond with specification shall be notified to the Supplier within seven days from the date of receipt of the Goods or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the Purchaser does not give due notification to the Supplier as aforesaid, the Supplier shall have no liability for any defect or failure or for any consequences resulting therefrom. The Purchaser shall also examine the Goods for defects before every commissioning, in particular regarding safety and suitability for use. During use, the Goods shall be monitored constantly with regard to safety and defects. If there are even slight reservations concerning the suitability for use or the slightest reservations concerning safety, the Goods must not be used or the operation must be shut down immediately. The Supplier shall be given written notification immediately, specifying the reservations or the defect.

The Supplier shall first be given the opportunity to supplement its repair or replace defective Goods or Services („Subsequent Performance“) within a reasonable period of time. Where the Goods or Services have not been so repaired or replaced within a reasonable time, despite a written warning from the Purchaser, the Purchaser shall be entitled to a reduction of the price in proportion to the reduced value of the Goods, provided that under no circumstance shall such reduction exceed 10% of the price of the affected Goods. In lieu of repair or replacement, the Supplier may, at its sole discretion, grant such a reduction to the Purchaser. Upon a repair, replacement or price reduction being made as aforesaid, the Purchaser shall have no further claim against the Supplier.

In no event shall the Purchaser be entitled to reject the Goods on the basis of any defect or failure, except where the failure is such that the Goods delivered are of a fundamentally different nature than those which the

Supplier had contracted to deliver. There shall be no claims based on Defect in cases of insignificant deviations from the agreed quality, of only minor impairment of usefulness or, of natural wear and tear or damage arising after the transfer of risk.

The Purchaser shall have no claim with respect to expenses incurred in the course of Subsequent Performance, including costs of travel and transport, labor, and material, to the extent that expenses are increased because the Goods were subsequently brought to another location than the Purchaser's premises branch office, unless doing so complies with the intended use of the Supplies.

XI. Industrial Property Rights and Copyright; Defects in Title

1. Unless otherwise agreed, the Supplier shall supply Goods and perform the Services in a manner such that third parties' industrial property rights and copyrights or any other intellectual property rights (hereinafter referred to as "IPR") in the country in which the Goods are delivered and/or the Services are performed are infringed. If a third party asserts a justified claim against the Purchaser based on an infringement of an IPR by the Supplier with regards to the Goods or the Services, the Supplier shall be liable to the Purchaser within the Warranty Period as follows:

a. The Supplier shall choose whether to acquire, at its own expense, the right to use the IPR with respect to the relevant Goods and/or Services or whether to modify the same such that they no longer infringe the IPR or replace them. If this would be unreasonable to demand the same from the Supplier, the Purchaser may cancel the Contract and claim damages..

b. The Supplier's liability to pay damages shall be governed by Art. XI.

c. The above obligations of the Supplier contained in this Condition shall only apply if the Purchaser

immediately notifies the Supplier of any such claim asserted by the third party in writing,

does not concede the existence of an infringement

gives the Supplier all reasonable assistance for the purposes of any proceedings and negotiations and

gives the Supplier full control in any proceedings or negotiations in all claims and leaves any protective measures to the discretion of the Supplier. If the Purchaser stops using the Goods in order to reduce the damage or for other good reason, it shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued

Claims of the Purchaser shall be excluded if it is itself responsible for the infringement of an IPR.

Claims of the Purchaser shall also be excluded if the infringement of the IPR is caused by specifications made by the Purchaser, to a type of use not foreseeable by the Supplier or to the Goods being modified by the Purchaser or being used together with products not provided by the Supplier.

Any copyright (including without limitation any copyright relating to drawings models and tools and any other equipment) design right or other intellectual property in the Goods or any such rights related directly or indirectly to their supply under the terms of this Contract shall vest in the Supplier and the Purchaser agrees that it shall do any acts and execute any documentation required by the Supplier to secure the vesting of such rights in the Supplier.

To the extent that software is included in the scope of the delivery, the Purchaser shall be granted a non-exclusive right to use the supplied software, including its documentation. It is released for use on the object of the delivery intended for this purpose. The use of the software on more than one system is prohibited. The Purchaser may not reproduce, rework or translate the software or convert from the object code into the source code except to the extent that this happens on a transient basis as a necessary or incidental step to enable the Purchaser to make use of such software. The Purchaser shall not remove manufacturer's information – in particular copyright notices – or to change them without the prior express permission of the Supplier. All other rights to the software and the documentation, including the copies, remains with the Supplier or the software Supplier. The granting of sub-licenses is not permissible.

XII. Force Majeure;

To the extent that Supplies are impossible to be carried out, the Purchaser shall be entitled to claim damages, unless the Supplier is not responsible for the impossibility. The Purchaser's claim for damages shall, however, be limited to an amount of 10 % of the value of the part of the Supplies which, owing to the impossibility, cannot be put to the intended use. This limitation shall not apply in the case of mandatory liability based on intent, gross negligence or injury of life, body or health; this does not imply a change in the burden of proof to the detriment of the Purchaser. The right of the Purchaser to cancel the contract shall remain unaffected.

Where a Force Majeure Event substantially changes the economic importance or the scope of the Goods and Services or considerably affect the Supplier's business, the contract shall be adapted taking into account the principles of reasonableness and good faith. Where doing so is economically unreasonable, the Supplier shall have the right to terminate the Contract. If the Supplier intends to exercise its right to terminate the Contract, it shall notify the Purchaser thereof without undue delay; this shall also apply even where an extension of the delivery period had previously been agreed with the Purchaser.

XIII. Limitation of Liability

The Supplier shall accept liability to the Purchaser for death or injury resulting from its own or that of its employees' negligence. Save as aforesaid, the Supplier's liability under or in connection with the Contract shall be subject to the limitations set out in this Condition

The Supplier shall be under no liability whatsoever where this arises from a reason beyond its reasonable control, in particular, a Force Majeure Event or from an act or default of the Purchaser.

In no event shall the Supplier be liable for loss of profit or goodwill, loss of production or revenue or any type of special indirect or consequential loss whatsoever (including loss or damage suffered by the Purchaser as a result of an action brought by a third party) even if such loss were reasonably foreseeable or the Supplier had been advised of the possibility of the Purchaser incurring the same.

Without prejudice to the sub-limits of liability contained in these Conditions, the Supplier's maximum and cumulative total liability (including any liability for acts and omissions of its employees agents and sub-contractors) in respect of any and all claims for defective performance, breach of contract, compensation, indemnity, tort, misrepresentation, negligence at law or equity and any other damages or losses which may arise in connection with its performance or non-performance under the Contract, shall not exceed (100)% of the total Contract price.

If a number of events give rise substantially to the same loss they shall be regarded as giving rise to only one claim under these Conditions.

No action shall be brought by the Purchaser later than 12 months after the date it became aware of the circumstances giving rise to a claim or the date when it ought reasonably to have become aware, and in any event, no later than 12 months after the end of the Warranty Period.

XIV Termination

1. On or at any time after the occurrence of any of the events in condition 15.2 the Supplier may stop any Goods in transit, suspend further deliveries to the Purchaser, suspend performance of the Services, exercise its rights under Condition 3 and/or terminate the Contract with the Purchaser with immediate effect by written notice to the Purchaser
2. The events are:-
 - a. the Purchaser being in breach of an obligation under the Contract;
 - b. the Purchaser passing a resolution for its winding up or a court of competent jurisdiction making an order for

The Purchaser's winding up or dissolution;

- c. the making of an administration order in relation to the Purchaser or the appointment of a receiver over or an encumbrance taking possession of or selling any of the Purchaser's assets;
- d. the Purchaser making an arrangement or composition with its creditors generally or applying to a Court of competent jurisdiction for protection from its creditors.

XIIV. Venue and Applicable Law

1 The Contract shall be governed by the laws of Singapore and the Purchaser agrees to submit to the non-exclusive jurisdiction of the Courts in Singapore

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Contract for the sale of Goods

XIIIV. Severability Clause

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

Complement to the General Conditions of Delivery

Prices

All prices are subject to confirmation, relate to the specified price unit and are exclusive of packaging. The transport insurance will be charged not included of the invoiced value of goods. All prices are quoted ex works Berlin net of GST.

Packaging

Packing is charged at cost price, but is non-returnable.

Low Quantities

If the minimum order value of USD500.00 net per order is not met, a handling charge of USD50,00 net shall be invoiced.

Representations and Descriptions

The representation, dimensions, descriptions, technical details and packaging units stated in the brochures are non-binding. Only the last version of the specifications sheets (GS sheets) is valid and FLEXIM GmbH reserves the right to make modifications.

Delivery Date

Delivery dates are only then binding when they were confirmed by FLEXIM in writing.

Warranty Limitations

Some products and components like the thermoelements, resistance thermometer Warranty's that the properties and functions of these items fulfills the corresponding specifications. The warranty period for

rechargeable batteries is 6 months. The higher limit of the temperature range of high temperature transducers is not meant as a temperature for permanent operation. A prolonged use of the transducers at the maximal temperature can shorten their life time. The suitability (chemical resistance) of the materials indicated in the quotation or in the specification sheets has to be controlled by the customer. The materials indicated in the quotation or at the latest in the confirmation of the order are binding.

Calibration

Many delivered products were calibrated under reference conditions at the factory. The accuracies specified in the calibration certificate are reference accuracies. If a customer complains about the accuracy of a calibrated instrument during the Warranty Period, and a recalibration at the factory shows that the accuracy of the instrument lies within the specifications, the customer shall bear the costs of the recalibration.

Return of Delivered Goods / Samples

Returned instruments must be clean and free of any kinds of chemicals.

Samples sent to FLEXIM will be accepted only with the corresponding a safety data sheet.